

OCT 11 1989

5HS-11

David Dollins
Project Manager
Division of Land Pollution Control
Illinois EPA
2200 Churchill Road, P.O. Box 19276
Springfield, IL 62794-9276

EPA Region 5 Records Ctr.



206956

Re: Lenz Oil Service, Inc.
Administrative Order by Consent

Dear Dave:

Enclosed for your records is a copy of the Administrative Order by Consent for conducting a Remedial Investigation and Feasibility Study at the Lenz Oil Site.

The effective date of this Consent Order will be determined at the end of a thirty (30) calendar day public comment period in accordance with Section XXVII of the Consent Order.

Sincerely yours,

Nan Gowda

Nan Gowda, P.E.
Remedial Project Manager

cc: Don Gimbel
Mark Furse

bcc: Stuart Hersh, ORC
Tony Audia, 5MFS
Melinda Gould, RERB

5HS-11:RERB:NGOWDA:lb:10/10/89:disk #3:DOLLINS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

IN THE MATTER OF:)	
)	
LENZ OIL SERVICE, INC., et al.)	ADMINISTRATIVE ORDER
Lemont, Illinois)	BY CONSENT RE:
)	REMEDIAL
)	INVESTIGATION
)	AND FEASIBILITY
)	STUDY
)	
)	
Respondents,)	U.S. EPA Docket No.
)	V-W- '89 -C- 029
Proceeding under Section 122(a))	
and (d)(3) of the Comprehensive)	
Environmental Response,)	
Compensation, and Liability)	
Act of 1980, as amended.)	

The United States Environmental Protection Agency ("U.S. EPA"), Illinois Environmental Protection Agency ("IEPA") and the parties listed in Attachment I hereto (Respondents) have each agreed to the making and entry of this Administrative Order by Consent ("Consent Order"). For purposes of this Consent Order, the U.S. EPA and IEPA are sometimes referred to collectively herein as the "Agencies".

I. JURISDICTION

A. This Consent Order is issued pursuant to the authority vested in the President of the United States by Section 122(a) and (d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 ("CERCLA"), and

delegated to the Administrator of the U.S. EPA on January 29, 1987, by Executive Order 12580, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation No. 14-14-C on February 26, 1987 and to the Waste Management Division Director by U.S. EPA, Region V, Delegation No. 14-14-C on September 14, 1987. This Consent Order is also issued pursuant to the authority vested in the IEPA by the Illinois Environmental Protection Act, Ill, Rev. Stat., ch. 111 1/2, para. 1001, et seq.

B. The Respondents agree to undertake all actions required by the terms and conditions of this Consent Order. Solely for the purpose of this Consent Order, the Respondents consent to and will not contest or legally challenge the issuance of this Consent Order or the U.S. EPA's or IEPA's jurisdiction regarding this Consent Order.

II. NOTICE OF ACTION

A. The U.S. EPA has notified the potentially responsible parties which it has identified as allegedly having contributed a significant amount of hazardous substances to the Lenz Oil Services, Inc. facility as of the date of entry of this Consent Order of this action and have provided them with the names and addresses of other potentially responsible parties and the volume of substances contributed by each of them, to the extent such

information is available and to the extent required by Section 122(e) of CERCLA.

B. U.S. EPA has notified the Federal Natural Resource trustee of this action pursuant to the requirements of Section 122(j) of CERCLA.

III. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon the U.S. EPA and IEPA, and the Respondents, its respective successors and assigns, and upon all persons, firms, subsidiaries and divisions acting under or for the Respondents.

B. Each undersigned representative of the U.S. EPA, the IEPA and the Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind such party to this document.

C. No change in ownership, corporate, or partnership status shall in any way alter the status or responsibility of any Respondent under this Consent Order. The Agencies shall not unreasonably object, however, to substitution of a successor corporate entity to take the place of a Respondent under this Consent Order so long as the original Respondent remains as a guarantor of the transferred obligations in case of a default by the successor. The Respondents shall be responsible for carrying out all actions required of the Respondents by the terms and conditions of this Consent Order. If any Respondent fails to undertake the obligations required under this Consent Order, that

Respondent shall not receive any benefit accruing to a Respondent under this Consent Order, and the remaining Respondents shall be jointly and severally responsible for completing the tasks required under this Consent Order. Each party shall provide a copy of this Consent Order to each of their respective contractors, subcontractors, laboratories, consultants, firms, and other persons or entities acting under or for them with respect to matters included in this Consent Order. In any action to enforce the terms of this Consent Order or for a violation of the terms of this Consent Order, it shall not be a defense for Respondents that its contractor, subcontractor, laboratory, consultant, firm and/or other person or entity acting under or for them violated this Consent Order.

IV. STATEMENT OF PURPOSE

A. In entering into this Consent Order, the mutual objectives of the U.S.EPA, IEPA and the Respondents are for the Respondents: (1) to conduct a remedial investigation (RI) to determine the nature and extent of the release or threatened release of hazardous substances, pollutants or contaminants from the Lenz Oil Service, Inc. Facility and (2) to perform a feasibility study (FS) to identify and evaluate alternatives for the appropriate extent of remedial action to prevent or mitigate the migration, or the release or threatened release, of hazardous substances, pollutants, or contaminants from the Lenz Oil Service, Inc. Facility.

B. The activities conducted pursuant to this Consent Order are subject to approval by the U.S. EPA and IEPA as provided herein. The activities shall employ sound scientific, engineering and construction practices and shall be consistent with the National Contingency Plan, 40 CFR Section 300.68(a) through (j) as amended, and CERCLA. The activities conducted pursuant to this Consent Order, as specifically approved by U.S. EPA and IEPA, shall be deemed consistent with the National Contingency Plan and CERCLA if conducted in accordance with that approval and with this Consent Order.

C. Notwithstanding Paragraph III.B. or any other provision of this Consent Order, the activities conducted pursuant to this Consent Order shall be in accordance with the more stringent of the applicable State or federal approved requirements. In the event of conflicting State and federal requirements, or conflicting interpretations on implementation or enforcement of any provision of this Consent Order, the federal requirements or interpretations shall be controlling.

V. U.S. EPA'S AND IEPA'S FINDINGS OF FACT

Without admission of any fact, liability or responsibility by the Respondents and based upon information available on the effective date of this Consent Order, the Waste Management Division Director of the U.S. EPA, Region V, and the Director of the IEPA, for the purposes of this Consent Order, make the following findings:

A. The Lenz Oil Service, Inc. Facility (hereinafter the "Facility") is located in southeast DuPage County. The Site is bounded by Jeans Road and Route 83, approximately 600 feet northwest of the Des Plaines River. The Site is legally described as follows:

Lot 3 of Jacob J. Jeans' Plat of Survey of part of the southeast quarter of Section 11, Township 37 North, Range 11 east of the third principal meridian, in DuPage County, Illinois, according to the Plat thereof recorded October 7, 1950 as Document 606585, except the part of Lot 3 lying northeast of a line perpendicular to Jeans Road from a point which is 202.0 feet southwest, as measured along the southeastern line of Lot 3, of the southeast corner of Lot 3.

The "Facility" includes the Site and any areas where hazardous substances may have been released, spilled, leaked or leached to, or dumped or disposed of at, or otherwise may have come to be located, from the Site.

B. In approximately 1960, Lenz Oil Service, Inc. started using this Site for an oil and solvent storage/ transfer operation. In 1980, Charles Russell purchased the stock of the Lenz Oil Service, Inc. Site and later applied for a permit to operate a waste management site. The IEPA issued the necessary permit to operate the Site in 1981. On November 19, 1980, Lenz Oil Service, Inc. submitted a RCRA Part A permit application to the U.S. EPA. In December 1982, U.S. EPA issued a Consent Agreement and Compliance Order as a result of Site operation without an interim status permit. The Site continued to operate and was required to obtain the appropriate hazardous waste permits. On November 13, 1984, Charles Russell requested the

withdrawal of the Facility's Part A permit, stating that the Site no longer handled hazardous wastes.

C. Early in 1985, there were three 50,000 gallon underground unlined concrete storage tanks, 35 above-ground tanks and 200 drums on-site. Also at the Site were three surface impoundments used for hazardous waste storage. These impoundments were constructed of porous and permeable cinder-type material. Soil was contaminated with oil and solvent wastes. Tests also showed that groundwater in the vicinity of the Site was contaminated with volatile organic compounds (VOCs). In February, 1985, a flow of surface waters from the Site entering a drainage ditch north of the Site was analyzed; organics and metals were detected in the flow.

D. In April of 1985, IEPA referred a lawsuit to the Illinois Attorney General's Office alleging mismanagement of hazardous waste. In May 1985, a complaint was filed in the circuit court of Dupage County, Illinois against Lenz Oil Service, Inc. and Charles Russell. An Order agreed upon by the parties was entered by the circuit court in May 1985 by which Lenz Oil Service, Inc. and Charles Russell were ordered to initiate immediate cleanup actions and to file a closure and compliance plan. Lenz Oil Service failed to carry out the major portions of the court order and in April 1986 filed for bankruptcy.

E. IEPA performed surface and subsurface sampling at

the Site pursuant to its Record of Decision dated January 17, 1986. Analyses of soil samples showed that the subsurface soil underlying the Site was contaminated with organics such as 1,1-dichloroethane; t-1,2-dichloroethane; 1,1,1-trichloroethane; toluene; ethylbenzene, and; xylene at nine to ten-foot depths below the surface. Samples collected from two monitoring wells during the first half of 1985 showed groundwater contamination by boron (4300 ug/l), iron (8100 ug/l), lead (200 ug/l), and chromium (100 ug/l). Groundwater both underlying and surrounding the Site was also contaminated with organics such as 1,2-dichloroethane (125 ppb), 1,1,1-trichloroethane (123 ppb), C-1,2-dichloroethene (460ppb), toluene (1000 ppb), 2-butanone (13,700 ppb) and xylenes (180 ppb).

F. IEPA subsequently performed surface cleanup activities which included the incineration of approximately 21,000 tons of surface soil. Except as otherwise indicated in Attachment I, each of the Respondents has entered into a judicial consent decree with the IEPA and the State of Illinois ("Illinois Judicial Consent Decree") which constitutes a full settlement with the IEPA and the State of Illinois of certain current or future Site cleanup costs. The Illinois Judicial Consent Decree provides that in the event U.S. EPA requires additional remediation activities at the Site, other than groundwater remediation, such additional remediation "shall be dealt with by the State". U.S. EPA was not and is not now a party to this Illinois Judicial Consent Decree.

G. Private residential wells adjacent to the Facility show contamination. Residents of these homes were connected to alternate water supplies during the IEPA's surface cleanup activities.

H. The Facility was proposed for inclusion on the National Priorities List in June 1988 with a Hazardous Ranking Score of 42.33. This score was based on conditions at the Facility which existed prior to the IEPA's surface cleanup.

VI. U.S. EPA'S AND IEPA'S CONCLUSION OF LAW

Without admission of any fact, liability or responsibility by the Respondents and based upon information available on the effective date of this Consent Order, the Waste Management Division Director of the U.S. EPA, Region V, and the Director of IEPA, for the purposes of this Consent Order make the following conclusions of law:

A. The Lenz Oil Service, Inc. Facility as defined in preceding paragraph V.A., is a "Facility" as defined in Section 101(9) of CERCLA. The "Facility" includes, but is not necessarily limited to, the Site as defined in the preceding paragraph V.A.

B. "Hazardous substances" as defined in Section 101(14) of CERCLA have been deposited, stored, disposed of, placed, or otherwise come to be located at the Facility.

C. The spilling, leaking, leaching, dumping, or disposing of hazardous substances into the soils and groundwater at the Facility, and the past, present, and potential migration of hazardous substances from the Facility constitutes an actual and/or threatened "release" of hazardous substances into the environment as defined in Section 101(22) of CERCLA.

D. The Respondents are "persons" as defined in Section 101(21) of CERCLA.

E. The Respondents, among others, may be liable persons pursuant to Section 107 of CERCLA and are potentially responsible parties for the purpose of Section 122 of CERCLA.

VII. U.S. EPA'S AND IEPA'S DETERMINATIONS

Based on the foregoing Findings of Fact and Conclusions of Law, the Waste Management Division Director of U.S. EPA, Region V, and the IEPA Director have determined that:

A. Respondents will promptly and properly take appropriate response action at the Facility by conducting a Remedial Investigation and Feasibility Study ("RI/FS") and are qualified to perform the RI/FS; and

B. The actions required by this Consent Order are in the public interest and are consistent with the National Contingency Plan, 400 CFR Part 300, as amended, and with CERCLA.

VIII. WORK TO BE PERFORMED

A. All work to be performed by the Respondents pursuant to this Consent Order shall be under the direction and supervision of a qualified registered professional engineer or certified geologist. Prior to or within seven (7) calendar days of the effective date of this Consent Order, the Respondents shall notify the Agencies in writing, of the name, title, and qualifications of the proposed engineer or geologist, and of the names of principal contractors and/or subcontractors proposed to be used in carrying out the work to be performed pursuant to this Consent Order. Selection of any such engineer or geologist or contractor and/or subcontractor shall be subject to the reasonable approval by the Agencies. If the Agencies disapprove the selection of an engineer, geologist or contractor and/or subcontractor, the disapproval shall be stated in writing and shall include an explanation of the reasons for the disapproval.

B. Attachment II to this Consent Order provides a Statement of Work ("SOW") for the completion of the RI/FS. The SOW is incorporated into and made a part of this Consent Order.

C. The following work shall be performed:

1. Within sixty (60) calendar days of the effective date of this Consent Order, the Respondents shall submit a work plan to the Agencies for a Remedial Investigation and Feasibility Study (hereinafter RI/FS Work Plan or Work Plan) for the Facility. The RI/FS Work Plan shall be developed in conformance with the SOW, the standards set forth in Section 121 of CERCLA,

the NCP, (as it may be amended from time to time) and U.S. EPA guidance documents on the RI/FS, as amended. In the event that any additional guidance document is provided to the Respondents by the Agencies after the effective date of this Consent Order, the Respondents shall have twenty-one (21) calendar days to revise the Work Plan as necessary, and any time limits provided in this Consent Order shall be extended as necessary to accommodate said twenty-one (21) day period.

2. The RI/FS Work Plan submittal shall include, but not be limited to, the following project plans: (1) a field sampling plan; (2) a health and safety plan; (3) a quality assurance project plan; (4) provisions for the preparation of an endangerment assessment plan; (5) a data management plan; and (6) a schedule, including specific dates for implementation of RI/FS tasks and deliverables such as technical memoranda, preliminary and final Remedial Investigation Reports, preliminary and final endangerment assessments, and preliminary and final Feasibility Study Reports. The preliminary and final Remedial Investigation reports and the preliminary and final Feasibility Study reports shall be prepared in accordance with the applicable U.S. EPA guidance.

3. The RI/FS Work Plan shall be subject to review, modification, and approval by the Agencies.

4. Within forty-five (45) calendar days of receipt of the RI/FS Work Plan, the Agencies shall notify the Respondents, in writing, of approval or disapproval of the RI/FS

Work Plan, or any part thereof. In the event that a longer review period is required, the Agencies shall notify the Respondents of that fact within thirty (30) calendar days of receipt of the Work Plan. In the event of any disapproval, the Agencies shall specify, in writing, any deficiencies and modifications to the RI/FS Work Plan, provided any such modifications are consistent with this Consent Order, the NCP or CERCLA.

5. Upon receipt of any Agency RI/FS Work Plan disapproval, either the Respondents shall submit a revised Work Plan to the Agencies which incorporates the Agency specified modifications within thirty (30) calendar days, or Respondents shall invoke the Dispute Resolution provisions provided in Section XIX of this Consent Order. Unless the time period is extended by agreement of the parties, if Respondents fail to initiate the Dispute Resolution procedures within the time period specified herein, Respondents will be deemed to have agreed to the specified modifications.

6. If, within fifteen (15) calendar days of completion of the Dispute Resolution Procedures, Respondents do not modify the RI/FS Work Plan in accordance with a Dispute Resolution decision requiring such modification(s), or if Respondents do not invoke the Dispute Resolution provisions and fail to submit within thirty (30) calendar days of Agency notice of any Work Plan disapproval, a revised Work Plan which incorporates the Agency specified modification(s), the Agencies

retain the right to conduct a complete RI/FS and/or enforce the terms of this Consent Order.

7. When the RI/FS Work Plan is fully approved by the Agencies, the Respondents shall promptly, but no later fifteen (15) calendar days after approval, begin to implement the work detailed therein. Unless otherwise directed by the Agencies, Respondents shall not commence field activities until approval by the Agencies of the RI/FS Work Plan. The fully approved RI/FS Work Plan shall be deemed incorporated into and made an enforceable part of this Consent Order. All work shall be conducted in accordance with the National Contingency Plan, the RI/FS Guidance and any other guidances identified pursuant to paragraph 1 of this Subsection, and the requirements of this Consent Order, including the standards, specifications and schedule contained in the RI/FS Work Plan, or any approved additional work.

8. Nothing herein shall obligate any Respondent to undertake the remedial action alternative selected for the Facility.

IX. PLANS AND REPORTS

A. The Respondents shall provide a preliminary and final Remedial Investigation Report and preliminary and final Feasibility Study Report and any other plans or reports required by the RI/FS Work Plan to the U.S. EPA and the IEPA according to the schedule contained in the RI/FS Work Plan.

B. The Agencies shall review and shall approve the preliminary and final Remedial Investigation Report, the preliminary and final Feasibility Study Report and any other preliminary or final plans or reports specified in the RI/FS Work Plan as requiring approval by the Agencies.

C. The Agencies shall concurrently review all plans and reports submitted by Respondents and shall use their best efforts in coming to a joint approval or disapproval of such plans or reports. If the Agencies do not agree on the approval or disapproval of any such plan or report, U.S. EPA's decision and approval or disapproval, pursuant to Section XIX.H., shall be controlling with respect to the obligations of the Respondents. If such plan or report is disapproved, such disapproval shall be in writing and shall include an explanation of the reasons for the disapproval. Within thirty (30) calendar days of receipt of a written notice of disapproval of a plan or report, Respondents shall submit a revised plan or report, as appropriate, to the Agencies. Respondents reserve their right to invoke the Dispute Resolution provisions as provided in Section XIX with regard to revisions deemed by the Agencies to be necessary for approval.

D. If, within fifteen (15) calendar days of completion of the Dispute Resolution procedures, Respondents do not modify a preliminary or final plan or report in accordance with a Dispute Resolution decision requiring such modification(s) or if the Dispute Resolution procedures are not timely invoked pursuant to Section XIX and Respondents fail to submit within thirty (30)

calendar days of U.S. EPA or IEPA notice of disapproval of any preliminary or final plan or report a revised plan or report which incorporates the Agency specified modification(s), the Agencies retain the right to conduct a complete RI/FS, and/or to enforce the terms of this Consent Order. In the event that either Agency elects to conduct a complete RI/FS, it may, at its discretion, incorporate and make use of any work performed by Respondents which was both satisfactorily performed, and performed pursuant to the approved Work Plan, as it may be modified.

E. The Respondents shall provide monthly written progress reports to the Agencies according to the schedule contained in the RI/FS Work Plan. The monthly written progress reports shall, at a minimum, provide the information below for the reportable months of that progress report. The past reportable month refers to the month preceding the report submittal date by one month, and the next reportable month refers to the month following the report submittal date (e.g., for a report due March 1, the past reportable month is January, and the next reportable month is April). At a minimum, these monthly written progress reports shall include the following:

1. A description of the action which has been taken toward achieving compliance with this Consent Order;
2. All results of sampling and tests of all

other data produced during the past reportable month and relating to the Facility;

3. All plans and procedures completed during the past reportable month, as well as such actions, data, and plans which are scheduled for the next reportable month; and
4. Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules in the RI/FS Work Plan schedule.

F. The monthly written progress reports shall be submitted to the Agencies by the first (1) day of each month following the date of commencement of the work detailed in the RI/FS Work Plan.

X. ADDRESS FOR ALL CORRESPONDENCE

Documents, including reports, approvals, disapprovals and other correspondences to be submitted pursuant to this Consent Order, shall be sent by certified or overnight mail to the following addresses, or to such other addresses as the Respondent, the IEPA or the U.S. EPA may hereafter designate for themselves in writing:

- A. Documents to be submitted to the U.S. EPA should be sent to:

Nan Gowda
Remedial Project Manager
U.S. Environmental Protection Agency
Region V (5HS-11)
230 S. Dearborn Street
Chicago, Illinois 60604

- B. Documents to be submitted to the IEPA should be sent to:

David Dollins
Project Manager
Division of Land Pollution Control, #24
Illinois Environmental Protection Agency
2200 Churchill Road, P.O. Box 19276
Springfield, Illinois 62794-9276

- C. Documents to be submitted to the Respondent should be sent to:

Mark C. Furse
Katten, Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606

XI. ADDITIONAL WORK

A. In the event that the U.S. EPA, IEPA, or the Respondents determine that the RI/FS Work Plan should be modified to require additional work, including remedial investigatory work and/or engineering evaluation, as necessary to accomplish the objectives contained in this Consent Order, written notification of such additional work shall be provided to each of the other parties.

B. Any additional work determined to be necessary by the Respondents shall be subject to approval by the Agencies.

C. Any additional work for the Facility determined to be necessary by the Respondents pursuant to paragraph A of this Section and approved by the Agencies, or determined to be necessary by the Agencies, shall be commenced and completed by the Respondents in accordance with the standards, specifications, and reasonable schedule of implementation established or approved

by the Agencies, provided that any such additional work is consistent with this Consent Order, the NCP or CERCLA.

D. The Agencies' refusal to approve additional work proposed by Respondents, as well as the Respondents' objection to implementation of additional work required by the Agencies shall be subject to the Dispute Resolution Provisions of Section XIX of this Consent Order.

E. The Agencies shall use their best efforts to concur on any additional work determined to be necessary by an Agency or work proposed by Respondents. However, if the Agencies are unable to agree on the nature and extent of any such additional work, the decision of U.S. EPA on additional work shall be controlling with respect to the obligations of Respondents.

XII. COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by the Respondents pursuant to this Consent Order shall be performed in compliance with all applicable Federal and State laws and regulations, including all Occupational Health and Safety Administration and Department of Transportation regulations. The Respondents shall be responsible for obtaining all State or local permits which are necessary for the performance of any work hereunder. The IEPA shall use its best efforts to expedite the process of permit review and decision.

XIII. ACCESS

A. The Respondents shall obtain, or shall use their best efforts to obtain, on a timely basis, agreement from the present owner or owners of the Facility and adjacent properties for access to conduct the work required by the RI/FS Work Plan. Such agreement shall provide access for the Respondents, the Agencies and/or their authorized representatives. In the event that agreements to obtain access to conduct work required by the RI/FS Work Plan are not obtained within thirty (30) calendar days after the effective date of this Consent Order, the Respondents shall so notify the Agencies. Thereafter, the Agencies shall use best efforts consistent with written guidance in effect at that time, to exercise their authorities under CERCLA §104(e), as amended, 42 U.S.C. §9604(e), and state law, to assist in obtaining access. All time periods specified herein and in the RI/FS Work Plan shall be extended for a period not to exceed any additional time taken to gain access. The Agencies reserve the right to terminate this Consent Order should the inability to gain access to the Facility or other areas materially affect the Respondents' ability to perform the work required herein and the Respondents shall have no further liability under this Consent Order. The Respondents may request of the Agencies termination of this Consent Order pursuant to this paragraph; such request shall be in writing and shall state with specificity the bases thereof.

B. The Agencies and their authorized representatives shall be allowed access by the Respondents to the Facility and other areas where work relating to the RI/FS is to be performed, and to the same extent provided to Respondents by agreements obtained pursuant to Subsection A above, and shall have such right of inspection as provided by applicable law and this Consent Order. The Agencies and their duly authorized representatives shall be allowed access for purposes including, but not limited to: inspecting records, operating logs and contracts related to conduct of the RI/FS at the Facility; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests, inspections, and sampling as the Agencies may deem necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to the Agencies by the Respondents hereunder. The Respondents shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertains to this Consent Order, except documents or other materials that are protected by the attorney-client privilege or the work-product doctrine or are not required to be produced by this Consent Order. All persons with access to the Facility pursuant to the Consent Order shall comply with approved health and safety plans.

C. Nothing herein shall be construed as restricting the inspection or access authority of the U.S. EPA or the IEPA under any law or regulation.

XIV. PROJECT COORDINATORS

A. On or before the effective date of this Consent Order, the U.S. EPA, the IEPA and the Respondents shall each designate in writing a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The U.S. EPA Project Coordinator will be the U.S. EPA designated representative at the Facility. The IEPA Project Coordinator will be the IEPA designated representative at the Facility. To the maximum extent possible, communications between the Respondents, the IEPA and the U.S. EPA, and all documents, reports, approvals and other correspondences concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed through the Project Coordinators. During implementation of the RI/FS Work Plan, the Project Coordinators shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues.

B. The U.S. EPA, the IEPA and the Respondents shall each have the right to change their respective Project Coordinators. Such a change shall be accomplished by notifying each of the other parties in writing at least ten (10) calendar days prior to the change.

C. The U.S. EPA Project Coordinator shall have the authority vested in an On-Scene Coordinator and a Remedial Project Manager (OSC, RPM) by the National Contingency Plan, 40 CFR Part 300, as amended, including the authority to halt, conduct, or direct any

work required by this Consent Order, or to direct any response action undertaken by the U.S. EPA when conditions at the Facility may present an imminent and substantial endangerment to the public health or welfare or the environment. The IEPA Project Coordinator shall have the authority vested in such person by Illinois State law. In the event that the Agencies' Project Coordinators halt work pursuant to this paragraph, or take other actions not contemplated by the Work Plan which significantly delay any work under this Consent Order, the Respondents may request a modification of the schedule or work described in the RI/FS Work Plan and this Consent Order. Approval of such modification shall not be unreasonably withheld.

D. The absence of the U.S. EPA or IEPA Project Coordinator from the Facility shall not be cause for stoppage of work.

E. The Project Coordinator for the Respondents, or his designated representative, who shall have the authority and responsibility of the Project Coordinator, shall be on-site during all hours of Facility work and shall be on call during the pendency of this Consent Order.

XV. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. The Respondents shall make the results of all sampling and/or tests or other data generated by the Respondents, or on their behalf, pursuant to implementation of this Consent Order, available to the U.S. EPA and the IEPA, and shall submit these results in written monthly progress reports as required by Section IX of this Consent Order.

B. At the request of the Agencies, the Respondents shall make available split or duplicate samples to the Agencies of any samples collected by the Respondents pursuant to the implementation of this Consent Order. The Respondents shall notify the Agencies at least ten (10) calendar days in advance of any sample collection activity. If the Agencies take their own samples, they shall notify Respondents and provide them a reasonable opportunity to collect split or duplicate samples.

C. Pursuant to applicable federal laws and regulations, (Section 104(e) of CERCLA and 40 CFR Part 2), the Respondents may assert a confidentiality claim with respect to any or all of the information requested or submitted pursuant to the terms of this Consent Order. Such an assertion must be adequately substantiated when the assertion is made. Analytical data and other information described in Section 104(e)(7) of CERCLA shall not be claimed as confidential by the Respondents. Information determined to be confidential by the U.S. EPA in accordance with applicable federal laws and regulations will be afforded the full protection provided by such laws and regulations. Information determined to be confidential by IEPA pursuant to applicable State laws and regulations will be afforded the full protection provided by such laws and regulations. If no confidentiality claim accompanies information when it is submitted to the U.S. EPA and the IEPA, or if information claimed as confidential is determined by the U.S. EPA or the IEPA not to be confidential, the information may be made available to the public by the U.S.

EPA or the IEPA in accordance with applicable federal and state regulatory requirements.

XVI. QUALITY ASSURANCE

A. The Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with U.S. EPA "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005-80 (U.S. EPA, 1980c) throughout all data collection activities specified in the RI/FS Work Plan.

B. The Respondents shall consult with the U.S. EPA and IEPA Project Coordinators in planning for, and prior to, all sampling and analysis as detailed in the RI/FS Work Plan. In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to the RI/FS Work Plan and consistent with this Consent Order, the Respondents shall:

1. Require that the U.S. EPA and IEPA personnel and/or the U.S. EPA and IEPA authorized representatives be allowed access to any laboratories and personnel utilized by the Respondents for analyses;

2. Require that all sampling and analyses be performed according to U.S. EPA methods or other methods deemed satisfactory by the Agencies; and

3. Require that any laboratories utilized by the Respondents for analyses participate in a U.S. EPA quality assurance/quality control program equivalent to that which is followed by the U.S. EPA, and which is consistent with U.S. EPA

document QAMS-005-80. As part of such a program, and upon request by the Agencies, such laboratories shall perform analyses of samples provided by the U.S. EPA or the IEPA to demonstrate the quality of analytical data for each such laboratory.

C. In the event any laboratory fails to perform the activities required above, U.S. EPA reserves its rights, including the right to reject any data not gathered pursuant to the requirements listed above, and/or to require that Respondents utilize a different laboratory.

XVII. FORCE MAJEURE

A. The Respondents shall cause all work to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure. For purposes of this Consent Order, a "force majeure" event is one arising from causes beyond the control of the Respondents which delays performance of the work required under this Consent Order and the RI/FS Work Plan and shall include acts of God, acts of war, flood and fire. Increases of costs shall not be considered circumstances beyond the control of the Respondents.

B. The Respondents shall orally notify the U.S. EPA and the IEPA as soon as possible but no later than two (2) business days after Respondents knew or should have known of any delay or anticipated delay in compliance with the requirements of this Consent Order which arises from a force majeure event, and in writing no later than five (5) business days after the oral notification of the delay. Such written notification shall

describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Respondents to minimize the delay, and the timetable by which these measures will be implemented. The Respondents shall have the burden of demonstrating that the event causing the delay is a force majeure.

C. If a delay is determined by the Agencies to be attributable to a force majeure event, the time period for performance under this Consent Order shall be extended for a period not to exceed the time period attributable to the event constituting the force majeure. Delays that result from Force Majeure events shall not be a violation of Respondents' obligations under this Consent Order and shall not result in liability of the Respondents for the Stipulated Penalties contained in Section XVIII of this Consent Order.

D. The Agencies shall provide the Respondents with a written decision concerning the existence of an event constituting a Force Majeure within fourteen (14) calendar days, or longer period if necessary, after written notice is received from the Respondents.

XVIII. STIPULATED PENALTIES

A. The Respondents shall be liable for payment into the Hazardous Substances Response Trust Fund administered by the U.S. EPA and the State of Illinois Hazardous Waste Fund administered by IEPA, in equal shares, the sums set forth below as stipulated penalties for each day that the Respondents fail to submit a

report, plan or document, or comply with a schedule or modified schedule in accordance with the requirements contained in this Consent Order, unless it is determined that such delay is attributable to a force majeure as defined in Section XVII above. The stipulated penalties may be reduced, deferred or waived at the discretion of the Agencies. Such sums shall be due, and payable as provided in Section XXV.D below, within twenty-one (21) calendar days of receipt of notification from the Agencies assessing the stipulated penalties. These stipulated penalties shall begin to accrue on the day after the scheduled event or report is due to take place or be submitted. The stipulated civil penalties shall accrue in the amount of \$200.00 per day for each of the first fourteen (14) calendar days, \$400.00 per day for days fifteen to twenty-eight (15-28) and \$800.00 per day each day thereafter.

B. The stipulated penalties set forth in paragraph A of this section shall not preclude the Agencies from electing to pursue any other remedy or sanction, including a suit to enforce the terms of this Consent Order, and statutory penalties up to the amount authorized by law, because of Respondents' failure to comply with any of the terms of this Consent Order, except that Respondents shall be entitled to a credit against statutory penalties, for stipulated penalties paid regarding the same failure to comply.

XIX. DISPUTE RESOLUTION

A. The parties shall use their best efforts to resolve in good faith all disputes or differences of opinion informally. With respect to any and all disputes arising out of or under this Consent Order, the parties shall attempt to resolve such disputes informally, within ten (10) business days of notice of such dispute.

B. The Respondents shall provide a written notice of such dispute to the U.S. EPA and IEPA within five (5) business days after the expiration of the ten (10) day informal dispute resolution procedures of paragraph A, above. This written notice shall set forth specific points of dispute, the position of the Respondents and the technical or legal basis therefor, and any action which the Respondents consider necessary. The Respondents will be deemed to have waived their rights pursuant to this Section, if Respondents fail to provide the written notification as provided herein, unless the time period for such written notification is extended by agreement of the parties prior to the due date for such notice.

C. Within fourteen (14) calendar days of receipt of such a written notice, the Agencies shall provide a written response to the Respondents setting forth their position and the basis therefore. During the seven (7) business days following receipt of the response, the Agencies and the Respondents shall attempt to negotiate in good faith a resolution of their differences.

D. Within ten (10) business days of the expiration of the time periods described in Paragraph C above, if the Agencies concur with the position of the Respondents, the Respondents shall be so notified in writing and if necessary, this Consent Order shall be modified to include any necessary extensions of time or variances of work pursuant to Section XXX of this Consent Order. If either or both of the Agencies do not concur with the position of the Respondents, the Agencies, in consultation with the appropriate U.S. EPA and IEPA personnel, shall resolve the dispute, based upon and consistent with the terms of paragraph H below and this Consent Order, and shall provide written notification of such resolution to the Respondents.

E. The pendency of dispute resolution set forth in this Section shall not affect the time period for completion of work and/or obligations to be performed under this Consent Order, except that upon mutual agreement of the Agencies and Respondents, any time period may be extended not to exceed the actual time taken to resolve the dispute. The Agencies' agreement to an extension of time shall not be unreasonably withheld. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the RI/FS Work Plan.

F. Upon resolution of any dispute, whether informally or using the procedures in this Section, any additions or modifications required as a result of such dispute resolution shall be promptly incorporated if necessary into the appropriate

Work Plan document, or procedure and into this Consent Order. The Respondents shall proceed with all remaining work according to the modified plan or procedure.

G. In any proceeding to enforce the terms of this Consent Order or to collect penalties for violations thereof, the Respondents may defend on the basis that EPA's resolution of any properly invoked dispute was arbitrary and capricious or not otherwise in accordance with applicable law.

H. The Agencies shall use their best efforts to resolve in good faith all disputes or differences of opinion between themselves informally. With respect to any and all disputes arising out of or under this Consent Order between the U.S. EPA and the IEPA, the U.S. EPA shall resolve such dispute in consultation with appropriate U.S. EPA and IEPA personnel. The dispute shall be resolved, based upon and consistent with CERCLA, the NCP, and U.S. EPA regulations and guidance.

XX. COMMUNITY RELATIONS AND PUBLIC COMMENT

The Respondents shall cooperate with the Agencies in the Agencies' preparation of RI/FS information for dissemination to the public. Whenever reasonably possible, the Agencies shall provide to Respondents advance copies of documents for release to the public. The Agencies shall also provide the Respondents, where reasonably available, advance notice and opportunity to attend any public meetings which may be held or sponsored by the Agencies to explain activities at or concerning the Facility, including the findings of the RI/FS.

XXI. RECORD PRESERVATION

The Respondents agree to preserve, through their designated representatives, during the pendency of this Consent Order, and for a minimum of seven (7) years after termination of this Consent Order pursuant to Section XXXI, all records and documents in the possession of the Respondents, or in the possession of any division, employees, agents, accountants, contractors, or attorneys of the Respondents, which relate in any way to the conduct of the RI/FS at the Facility. After this seven (7) year period, the Respondents shall notify U.S. EPA and IEPA thirty (30) calendar days prior to the destruction of any documents. Upon request by the Agencies, the Respondents shall make available to the Agencies such records, or copies of any such records, except those that are asserted to be privileged as attorney work product or attorney-client privileged.

XXII. CERCLA FUNDING

A. The Respondents waive any claims or demands for compensation or payment under Sections 106(b), 111 and 112 of CERCLA against the United States or the Hazardous Substance Response Trust Fund established by Section 221 of CERCLA for or arising out of any activity performed or expenses incurred pursuant to this Consent Order.

B. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XXIII. RESERVATION OF RIGHTS

A. The U.S. EPA and the IEPA reserve all rights and defenses that they may have pursuant to any available legal authority.

B. The Agencies do not waive their right to enforce this Consent Order. Except as provided herein, the Agencies reserve the right to take any enforcement action pursuant to Section 104, 106(a) and 107 of CERCLA, the Illinois Environmental Protection Act, and/or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages. The parties agree that any judicial action to enforce or construe the terms of this Consent Order shall be limited to the appropriate United States District Court. Subject to the provisions of the Consent Order, to the extent that the Respondents fail to properly implement the RI/FS Work Plan or comply with this Consent Order, the Agencies reserve the right to undertake any Remedial Investigation/Feasibility Study work. In addition, the Agencies reserve the right to undertake any removal, remedial and/or response actions relating to the Facility, and to seek recovery from the Respondents for any costs incurred in undertaking such work and actions.

C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation not a party to this Consent Order for

any liability it may have arising out of, or relating in any way to the ownership of the Facility, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous wastes, contaminants, or pollutants at, to, or from the Facility. The parties to this Consent Order expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Consent Order, and as to each other for matters not covered hereby.

D. The Agencies recognize that the Respondents have the right to seek contribution, indemnity and/or any other available remedy against any person found to be responsible or liable for contributions, indemnity or otherwise for any amounts which have been or will be expended by the Respondents in connection with the Facility. This Consent Order constitutes an administrative settlement within the meaning of Section 113(f)(2) of CERCLA and, therefore, Respondents shall not be liable for claims of contribution regarding matters addressed herein.

E. Nothing herein shall be construed to release the Respondents from any liability for failure of the Respondents to perform the RI/FS in accordance with the RI/FS Work Plan attached hereto and incorporated herein. The parties further recognize that this Consent Order and the successful completion and approval of the RI/FS do not represent satisfaction, waiver, release, or covenant not to sue, of any claim of the United States or the State of Illinois against the Respondents not

covered by Section XXVIII of this Consent Order relating to the Facility, including claims to require Respondents to undertake further response actions and claims to seek reimbursement of response costs pursuant to Section 107 of CERCLA.

F. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage by any person not a party to this Consent Order.

G. Nothing in this Consent Order shall be an admission of law or fact by the Respondents, and no finding of fact, conclusion of law, or other statement herein nor this Consent Order itself, except as to matters of jurisdiction as specified in Section I of this Consent Order, may be used in any fashion or admitted into evidence in any proceeding other than to enforce the terms of this Consent Order and in such proceeding only for the purpose of enforcing this Consent Order.

H. In agreeing to the issuance of and entering into this Consent Order, Respondents do not admit, accept, concede or acknowledge, and specifically reserve the right to contest any such determinations, allegations, findings, and conclusions by the Agencies, in any proceeding regarding the Facility other than a proceeding brought by U.S. EPA or IEPA to enforce this Consent Order. Furthermore, Respondents specifically deny any fault or liability under CERCLA or any other statutory or common law and any responsibility for response costs or damages thereunder, and except as otherwise provided in this Consent Order do not, by signing this Consent Order, waive any right they may have to

assert claims under CERCLA against any person, as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21). This Consent Order does not constitute an estoppel or waiver of any defenses the Respondents may have under CERCLA or any other statutory or common law. This Consent Order and the Respondents' performance hereunder shall not create any private rights. This Consent Order shall be evidence only of the agreements contained herein. However, nothing in this Consent Order shall prohibit its use by the parties hereto to establish its existence and terms.

XXIV. FUTURE ENDORSEMENT

Nothing herein shall be deemed to grant any rights to persons not a party to this Consent Order, and the Agencies reserve all rights against such persons. Respondents may not represent the total number of entities identified by the Agencies as potentially responsible parties at the Facility.

XXV. REIMBURSEMENT OF COSTS

A. The Respondents agree to pay for all costs incurred by the Agencies with respect to this Consent Order, including having qualified persons oversee the conduct of the RI/FS pursuant to Section 104(a) of CERCLA and Illinois law (hereinafter "Oversight Costs"), according to the terms and conditions of this Section XXV.

B. The Agencies and Respondents agree that pursuant to two Allis Chalmers Corporation judicial bankruptcy decrees, the U.S. EPA has received \$295,000, and the IEPA has received \$15,330 (hereinafter "Allis Chalmers Money") specifically designated for

the Facility. The U.S. EPA and the Respondents further agree that the U.S. EPA Allis Chalmers Money shall be first applied toward any past costs of the U.S. EPA regarding the Facility, and then to any Oversight Costs thereof, pursuant to this Consent Order. The IEPA and the Respondents further agree that the IEPA Allis Chalmers Money shall be applied toward any costs of the IEPA incurred in connection with this Consent Order; but excluding cost incurred by the IEPA in connection with Illinois Consent Decree and cost of implementing the agreement referenced in Section XXIX below. The IEPA and the Respondents further agree that the IEPA Allis Chalmers Money shall be first applied to IEPA past costs and then to any Oversight Costs of the IEPA regarding the Facility to the extent not excluded above, and pursuant to the Consent Order. Respondents shall pay any Oversight Costs in excess of the respective Allis Chalmers Moneys available to each Agency, provided however, that such Oversight Costs are incurred not inconsistent with the NCP.

C. In the event of costs incurred by either Agency which exceed the Allis Chalmers Money received by that Agency, such costs shall be reimbursed as provided herein. Within 30 days of the end of each twelve (12) month period in which such excess expenditure has occurred, or such longer period as may be necessary, each Agency shall submit an itemized statement of costs to the Respondents of all costs incurred by that Agency with respect to this Consent Order during the previous twelve (12) month period. The first itemized statement of costs for

each Agency shall also include a statement of costs to which that Agency's Allis Chalmers Money has been applied. Within 30 days of receiving an Agency's itemized statement of cost, Respondents shall, in accordance with either Paragraph D or E below as appropriate, pay the full amount indicated on such statement to that Agency.

D. Payment to the IEPA for response and oversight costs incurred by the IEPA, and stipulated penalties assessed against Respondents, shall be payable to "Treasurer, State of Illinois, for deposit in the Hazardous Waste Fund", and forwarded to: Illinois Environmental Protection Agency, Division of Administration, Fiscal Services Section, 2200 Churchill Road, Springfield, Illinois 62794-9276. This Consent Order shall be identified on the check in some reasonable manner. A copy of the check and transmittal letter shall be sent to the IEPA Project Coordinator.

E. Payment to the U.S. EPA for response and oversight costs incurred by the U.S. EPA, and stipulated penalties assessed against Respondents shall be made to the order of the Hazardous Substance Response Trust Fund and forwarded to: U.S. EPA, Region V, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. This Consent Order shall be identified on the check in some reasonable manner. A copy of the check and transmittal letter shall be sent to the U.S. EPA Project Coordinator and to: SWERB Branch Secretary, Office of Regional Counsel, 5CS-TUB-3, 230 South Dearborn Street, Chicago, Illinois 60604.

**XXVI. INDEMNIFICATION OF THE UNITED STATES
AND THE STATE OF ILLINOIS**

A. The Respondents, by this Agreement, agree to indemnify and save and hold harmless the United States Government and the State of Illinois Government, their agencies, departments, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondents, their officers, employees, receivers, trustees, agents, contractors or assigns, in carrying out the activities pursuant to this Consent Order.

B. Neither the U.S. EPA nor the IEPA is a party to any contract involving the Respondents at the Facility.

**XXVII. PUBLIC COMMENT AND EFFECTIVE DATE OF
ADMINISTRATIVE ORDER**

Within fifteen (15) calendar days of the date of the execution of this Consent Order, the Agencies shall announce the availability of this Consent Order to the public for review and comment. The Agencies shall accept comments from the public for a thirty (30) calendar day period after such announcement. At the end of the comment period, the Agencies shall review all such comments and shall either :

- a) determine that the Consent Order should be made effective in its present form in which case the Agencies shall so notify the Respondents in writing, and the Consent Order shall be

ATTACHMENT I

RESPONDENTS*

A&W Auto Tires & Service
A.A. Anderson, Inc.
AMSTED Industries, Inc.
 AMSTED Industries, Inc. for
 American Steel Foundries Division
Aamco Transmission, Aurora *
 (R.R.E.W.)
Aamco Transmission, Chicago Heights *
Aamco Transmission, Des Plaines
Aamco Transmission, Lisle *
All Brake and Drive Unit Service,
Inc.
Alpha School Bus Company, Inc.
American Environmental Construction
 (f/k/a E&E Hauling, Inc.)
American National Can Company
Amoco Corporation
 (including Standard Oil Division
 and Amoco Chemical Company)
Archie L. Bentz, Jr., Inc.
 (d/b/a Bentz's Mobil, Inc.)
Arrow Plastic Mfg. Co.
Ashland Chemical, Inc.
Aurora Municipal Airport
Avon Gear & Engineering Co. *
Azzarelli Construction Co.
Babe's Standard Service
 A Division of Rae Enterprises, Inc.
Becker Marathon (Becker's Texaco)
Belson Scrap & Steel, Inc.
Benoy Motor Sales, Inc.
Bernie's Shell
 (f/k/a Bernie's Shell Service)
Bob's Sunoco Service and Trailer Re
 (Robert J. Gautschy)
Bodine Electric Company
Boncosky & Co., Inc.
 (for Bunge's Arco)
Boncosky Transportation, Inc.
Borg Pontiac-GMC, Inc.
Borg-Warner Corporation
Bower Motors, Inc.
Bridgestone/Firestone, Inc.
 • f/k/a The Firestone Tire & Rubber
 Company
Bruce Grey & Co.
 (a/k/a Bakerlift of Chicago, Inc.)

* The asterisk indicates a Respondent that was not a party to the initial Judicial Consent Decree with the Illinois Environmental Protection Agency.

Budget Rent a Car Corporation
 Bulkmatic Transport Company
 Burren Transfer Co.
 Busch Auto Service Center, Inc.
 Butler Aviation
 Butler Walker, Inc.
 Cardox, Div. of Liquid Air Corp.
 Century Wholesale Company
 Chicago Eastern Corporation
 Chicago Kenworth, Inc.
 Chicago Tribune Company
 Chiricotti Enterprises, Inc. *
 (including North Ave. Standard
 Service, Elm Park Amoco, & Louis
 Coca Cola Bottling Company
 of Chicago
 Coffman Truck Sales, Inc.
 (d/b/a Coffman White GMC Truck
 Sales)
 Commonwealth Edison Company
 Conlon-Collins Ford
 Jeep Eagle, Inc.
 Conopco, Inc. *
 (for Shedd Food Products)(f/k/a
 Lever Brothers Company)
 Container Corporation Of America
 An Affiliate of Jefferson Smurfit
 Corporation
 Continental Honda
 Continental Toyota, Inc.
 Crystal Lake Disposal Service Inc.
 Custom Enterprises, Inc. *
 (f/k/a Custom Amoco)
 Dante Gentilini Trucking, Inc.
 Dick James Ford
 Diller-Rod Inc.
 Don McCue Chevrolet, Inc.
 Don Schmal's Service Station *
 (a/k/a Schamal's Don Service)
 Downers Grove, Village of *
 DuPage, County of
 E.D. Siebert Trucking Service, Inc. *
 E.M. Melahn Construction Company
 Ed James Chevrolet, Inc.
 Elgin Equipment Co.
 Elgin, Joliet & Eastern Railway Co.
 Federal Paper Board Company, Inc.
 Field Container Corp.
 Flexible Steel Lacing
 Fraher Ford
 Frank D'Aversa Auto Service, Inc.
 Freund Equipment, Inc.
 Fuller's Service Center, Inc. *
 Gardner Sales & Service, Inc.
 General Motors Corporation
 (for Delco GM)

Goding Electric Co.
 Goodyear Tire & Rubber Co. *
 Grand Service Center, Inc. *
 Great Lakes Terminal & Transport
 Griffin Dewatering Corp.
 Griffin Wellpoint Corp.
 Group Construction Co.
 HARCROS Chemicals, Inc.
 (f/k/a Thompson Hayward Chemical
 Co.)
 Hammond, City Of
 Hansen Plastics
 Harvard Implement, Inc.
 Hertz Corporation (The)
 Hoechst Celanese Corporation
 Hogan & Hogan, Inc.
 (successor to Hogan, Implement
 Co., Inc.)
 Howard's Auto Care *
 Hunt's Service Station
 Illinois Auto Electric Co.
 (settled with EPA as Illinois Auto
 Central)
 Illinois Dep't Of Transportation *
 Illinois Fruit & Produce Co.
 (also referred to as IFP Corp.)
 Illinois Hydraulic Construction Co.
 Illinois School Bus Co., Inc.
 Inland Broaching & Tool Co.
 Inland Container Corporation
 Interstate Truck Repair *
 Jack Gray Transport, Inc.
 Jacobs Twins - Twin Buick, Inc.
 Janesville Auto Transport Co.
 Jensen Standard Service
 Jim Link Chevrolet, Inc.
 Jim's Automotive Clinic
 Joe Madden Ford
 KID, Inc.
 Kelly-Kean Nissan, Inc.
 Kickert School Bus Lines, Inc.
 Knaack Manufacturing Company
 Knopf's Marathon
 Krueger-Ringier Inc.
 (d/b/a Ringier America)(PRP
 Krueger Ringier)
 L. Neill Cartage Company, Inc.
 Lakone Company (The)
 Laurel Motors, Inc.
 Les Jones Automotive
 Levin Tire Center, Inc.
 Lewis University
 Limbaugh Service
 Lynn Chevrolet-Buick, Inc.
 May Department Stores Company (The)
 (d/b/a Venture Stores, Inc.)

McAllister Equipment Co.
 McGill Manufacturing Co., Inc.
 McHenry FS, Inc.
 Metropolitan Pump Co.
 Meyer Cartage
 Miltran, Inc.
 Monarch Air Service, Inc.
 Murphy Motor Express, Inc. *
 Nabisco Brands, Inc. *
 (Including Nabisco, Inc.)
 Naperville Area Recycling Center *
 , Inc.
 National Generator & Starter *
 Nationwide Beef, Inc.
 Northern Illinois Gas Company
 Northern Indiana Public Service Co. *
 Northfield Auto Mall, Inc.
 (f/d/b/a Egan, Inc.)
 Owens-Illinois, Inc.
 Packey Webb Ford
 Park Service Station, Inc.
 Pat's Automotive Repair
 Patrick Motors, Inc.
 (Patrick Cadillac Co.)
 Patten Industries, Inc.
 Pennzoil Company
 Pepsi Cola General Bottlers, Inc.
 Philadelphia Gear
 Plainfield Stamping-Illinois, Inc.
 (formerly Plainfield Tool &
 Engineering, Inc.)
 RME, Inc.
 Railway & Industrial Services, Inc.
 Reliance Tool & Mfg. Co.
 Roadway Express Inc. *
 Rogers Cartage Co.
 Romines Standard Plaza & Truck *
 Ruan, Inc., and Ruan Leasing compan
 Rusk Aviation, Inc.
 S.P. Bradley Motor Company
 Sanford Corporation
 Schappe Enterprises, Inc.
 (f/k/a Schappe Pontiac, Inc.)
 Schmerler Ford, Inc.
 Shirley Keen/Keen Service Station *
 Star Disposal Service Co.
 Stocker Hinge Mfg. Co.
 Suburban Buick Company
 Sullair Corp. (Sundstrand Corp.)
 Super Valu Stores, Inc.
 (Plainfield Super Valu)
 TJX Companies, The
 (f/k/a Zayre Corp.)
 Thom Gravel & Excavating, Inc.
 Thomas Mobil
 Tinley Auto Repair & Towing

(f/k/a Harcros Chemicals Inc.)
Tony Piet Motor Sales, Inc.
Union Special Corp.
Uniroyal Goodrich Tire Company
United Specialists, Inc.
Vaia Inc. Auto Specialists
Valley View Community Unit School
District No. 365U
Valley Volkswagen, Inc.
Vidmar Buick Company, Inc.
Village of Buffalo Grove
W.A. Krueger Co.
(n/k/a Ringier America, Inc.; PRP
Krueger Pontiac)
Wadsworth Golf Construction Co.
of the Midwest
Walker-Schork International Inc.
Waspi Trucking, Inc.
Wes Clark
(d/b/a Wes' Union 76)
Westlake Import Motors, Inc.
Ziebert Transportation Co.

ATTACHMENT II

STATEMENT OF WORK FOR CONDUCTING A REMEDIAL INVESTIGATION AND FEASIBILITY STUDY AT THE LENZ OIL SERVICE, INC. FACILITY, DUPAGE COUNTY, ILLINOIS

This document is the Statement of Work (SOW) for conducting a Remedial Investigation (RI) and Feasibility Study (FS) at the Lenz Oil Service, Inc. Facility located in Dupage County, Illinois. This SOW serves as a guideline and provides the direction and intent of the RI/FS. In accordance with the time schedule set forth in the Administrative Order, to which this SOW is attached, a RI/FS Work Plan will be submitted that provides detailed guidance on the execution of the RI/FS. The purpose of any additional work if necessary, after the approval of the Work Plan, will be to fulfill the RI/FS objectives required under CERCLA and consistent with NCP.

The purpose of the RI is to investigate the Facility's physical characteristics, identify the sources of contamination, and determine the nature and extent of contamination at the Lenz Oil Service, Inc. Facility. The purpose of the FS is to develop and evaluate remedial action alternatives based on the RI data and report.

The tasks described herein are grouped into the following three categories:

- ° Plans and Management,
- ° Remedial Investigation (RI), and
- ° Feasibility Study (FS).

The Work Plan developed pursuant to this SOW will present a phased, iterative approach that recognizes the interdependency of the RI and FS. The overall organization and interactive nature of this approach are illustrated in Figure 1, the flow chart for the remedial selection process. Please note that the activity sequence depicted in Figure 1 is not consistent with the topical sequence of presentation in this SOW.

The primary intent of the phased approach is to minimize the need for conducting post-FS or supplemental RI/FS activities by thorough characterization of the migration pathways and early identification of the site-specific data requirements associated with the applicable remedial technology.

Brief discussions of the major RI/FS tasks are presented, by major topical categories, in the following sections.

I.

PLANS AND MANAGEMENT

A. TASK 0 - RI/FS WORK PLAN PREPARATION

A RI/FS Work Plan will be prepared for the Lenz Oil Service, Inc. Facility that details the technical approach, personnel requirements, and schedule for each task described in this SOW. The schedule will show the implementation of tasks and submission of deliverables in weeks subsequent to regulatory (e.g., U.S. EPA and Illinois Environmental Protection Agency (IEPA) approval and acceptance of prior deliverables. Incorporated into this Work Plan will be the following specific plans:

1. Field Sampling Plan

A Sampling Plan that addresses all data acquisition activities will be prepared. The plan will contain a statement of sampling objectives and equipment specifications, required analyses, sample types, and sample locations and frequency. The plans will address specific hydrologic, hydrogeologic, and air transport characterization methods including, but not limited to, geologic mapping, geophysics, field screening, drilling and well installation, flow determination, and sampling. The application of these methods will be described for each major subtask within the site investigation (e.g., waste characterization, migration pathway assessment, and contaminant characterization).

In addition, the plan will identify the data requirements of specific remedial technologies that may be necessary to evaluate remedial alternatives in the FS. It will include an evaluation explaining what additional data are required to adequately characterize the Facility, evaluate the no-action alternative, and support the feasibility study. It will provide a schedule stating when events will take place and when deliverables will be ready.

2. Quality Assurance Project Plan

A Quality Assurance Project Plan (QAPP), prepared in accordance with current U.S. EPA guidance, will be appended to the Sampling Plan. The QAPP will describe the project and project personnel organization and responsibilities. It will include quality assurance objectives for data (precision, accuracy, completeness, representativeness, comparability, and intended use) and specify sampling procedures, locations, parameters, number of samples, and sample custody.

The QAPP will specify the type and frequency of calibration procedures for field and laboratory instruments; the type and frequency of internal quality control checks; the type and frequency of quality assurance performance audits and system audits; the preventive maintenance procedures and schedule; specific procedures to assess data precision, representativeness, comparability, accuracy, and completeness of specific

measurement parameters, and corrective action procedures for field and laboratory instruments.

The QAPP will also describe how the data will be documented and tracked, including documentation materials and procedures, financial reporting procedures, and documents.

3. Health and Safety Plan

A Health and Safety Plan to protect the health of personnel involved in Facility activities and the surrounding community, will be developed on the basis of Facility conditions and be consistent with the following regulations and guidance:

- ° 20 CFR 1910.120 (i) (2) - Occupational Health and Safety Administration: Hazardous Waste Operations and Emergency Response, Interim Rule, December 19, 1986.
- ° U.S. EPA Order 1440.2 - Health and Safety Requirements for Employees Engaged in Field Activities.
- ° U.S. EPA O 1440.3 - Respiratory Protection.
- ° U.S. EPA Occupational Health and Safety Manual.
- ° U.S. EPA Interim Standard Operating Procedures (September, 1982).

The health and safety plan shall provide information on provisions to protect Facility visitors, personnel responsibilities, protective equipment, procedures, protocols, decontamination methods, and medical surveillance.

4. Endangerment Assessment Plan

An Endangerment Assessment Plan will be developed quantifying the risks posed by the Lenz Oil Service, Inc. Facility and analyzing the public health impacts of the remedial alternatives. The methodology presented in this plan will conform to the Superfund Public Health Evaluation Manual (ICF, 1986).

5. Data Management Plan

A Data Management Plan will be developed to document and track investigative data and results. The plan will identify and establish laboratory and data documentation materials and procedures, project file requirements, and project-related progress reporting procedures and documents.

6. ATSDR Health Assessment

The Work Plan for the Facility shall also provide for collection of adequate information to support the ATSDR Health Assessment required by SARA. Since the health assessment will be prepared by ATSDR, all draft Work Plans and support documents will be submitted for ATSDR review and comment to ensure that their needs and requirements are being met. In the event that the health assessment has already been completed by ATSDR, the RI report will include and address the findings of that report.

B. PREPARATION AND SUBMISSION OF PLANS

As shown in Figure 1, the preparation of the project plans will be preceded by an evaluation of the existing information and initiation of investigative support activities (Task 1).

The Work Plan will be submitted in accordance with the schedule defined in Section VIII (Work to be Performed) of the Consent Order. Specifically, the RI/FS Work Plan will be developed and implemented in conformance with all provisions of the Consent Order, this SOW, and the standards set forth in the following statutes, regulations, and guidance:

- ° Section 121 of SARA,
- ° U.S. EPA "Guidance on Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988.
- ° The National Contingency Plan, dated November 1985, as amended, and
- ° Any additional guidance documents provided by the U.S. EPA.

II.

REMEDIAL INVESTIGATION

A. Objectives

The objectives of the RI are to:

- ° Characterize the source(s) of potential contamination;
- ° Characterize the hydrogeologic setting to determine the most likely contaminant migration pathways and physical features that could effect potential remedial actions;
- ° Determine the migration rates, extent, and characteristics of any contamination that may be present at the Facility: and
- ° Gather data and information to the extent necessary and sufficient to quantify the risk to public health and the environment and to support the development and evaluation of viable remedial alternatives in the FS.

B. Scope

The scope of the Remedial investigation consists of six tasks:

Task 1: Description of Current Situation and Investigative Support

Task 2: Site Investigation

Task 3: Site Investigation Analyses

Task 4: Bench/Pilot Testing Studies

Task 5: Reports

Task 6: Community Relations Support

Each of these tasks is described in the following sections.

TASK 1 - INVESTIGATIVE SUPPORT AND DESCRIPTION OF CURRENT SITUATION

1. Information and Data Gathering

a. Site Mapping

Prepare an accurate topographic map of appropriate working scale. A base map of the Facility with a scale of 1 inch to 100 feet (1" - 100') and 2-foot contour intervals will be prepared from this topographic map. The base map will illustrate the locations of wetland areas, floodplains, water features, drainage patterns, tanks, buildings, utilities, paved areas, easements, right-of-ways, and other pertinent features. Larger scale maps will be produced from the base map as necessary.

In addition to the topographic map, a grid plan will be prepared using the base map and grid overlay. This grid plan will show the location of existing monitoring wells, sampling locations, and water supply wells. These maps will require surveying to establish horizontal and vertical controls for sites of the work relative to the National Geodetic Vertical Datum of 1929. To the extent possible, valid documented information from previous investigations may be used.

Review and verify in the field the legal description of the property. The intent is not to perform a boundary survey, but to locate the boundaries so that future activities do not carry over onto adjacent property without proper permission.

b. Metes and Bound

Assemble a legal description of the site from existing county and township records and results of the site survey.

c. Access Arrangements

Make the necessary arrangements to guarantee access to the Facility and surrounding parcels. These arrangements will include negotiating access agreements with landowners and obtaining demarcation clearance for all buried utilities and construction of access roads.

d. Preparation of Support Facilities

Initiate and implement the necessary arrangements to construct support facilities and/or procure the equipment necessary to performing a hazardous site investigation. This includes preparation of decontamination facilities, utility hook-ups, and site access control stations.

e. Description of Current Situation

Gather and describe the background information pertinent to the Facility and its environmental concerns, further detailing the purpose of the RI. The data gathered during previous investigations will be reviewed and evaluated.

Regional information will be obtained from available USGS and Illinois Geologic Survey reports. The existing site information to be reviewed will include but not necessarily be limited to:

- ° Illinois Department of Natural Resource and Environmental Protection Agency files.
- ° Dupage County Soil Conservation Service reports.
- ° Aerial photographs.
- ° Historical water quality data.
- ° U.S. and Illinois STATE Geological Survey files.
- ° Disposal records (if available).
- ° Valid documented information relating to previous response actions

In addition to this literature review, on-site activities may be used to confirm and/or update certain information that could be used to optimize certain Task 2 activities. Possible activities may include, but not be limited to:

- ° Inspection of existing monitoring wells for integrity.
- ° Collection of groundwater elevation data from existing monitoring wells and/or new piezometers to determine flow direction.
- ° Conduct a survey of residential, municipal and industrial wells in the vicinity of the site to select wells suitable for sampling.
- ° Identify structural and stratigraphic features that may control local groundwater flow patterns from pertinent literature aerial photographs, topographic maps, geological maps and outcrop examinations.
- ° Conduct soil gas surveys in the areas adjacent to the site boundaries to evaluate the areal distribution of volatile organic contamination.

Implementation of the previously described activities may streamline certain Task 2 activities in optimizing the placement of monitoring wells and minimizing the need for supplemental RI/FS activities.

2. Preparation of Preliminary Site Evaluation Report

Information and data that are gathered during these initial steps will be used to generate a preliminary Site Evaluation Report that will address the following:

a. A summary of the site background that includes the pertinent boundary conditions, general site physiography, hydrology, and geology as well as a complete history of waste disposal activities and ownership transfer on the site.

b. The nature and extent of the problem that includes a summary of actual or potential on-site and off-site health and environmental effects. This report will emphasize threats or potential threats to the public health.

c. The history of response actions that includes a summary of response actions conducted by local, state, or private parties.

d. A definition of boundary conditions that includes site boundary conditions that limit the areas of investigation. The boundaries will be set so that the on-site activities will cover the contaminated media in sufficient detail to support the FS. Boundaries for site access control and site security will also be identified. The boundaries of the study area may or may not correspond to the property boundaries.

e. Identification of potential receptors that includes the identification of private and public water supply wells within a two mile radius of the Facility. If possible, obtain the well construction details for these wells and other private water supply wells that may have been previously sampled and prepare a table summarizing the known construction details to submit with the original drilling logs.

f. Develop a site conceptual model that includes a description of the physical site conditions as to geology, meteorology, hydrology and hydrogeology. All subsequent site investigation activities will refine and validate this model. The conceptual model will focus on the groundwater flow system and will be based on the depositional history, inferred recharge and discharge mechanisms, estimated topographic and hydraulic gradients, and existing and Past land use patterns.

As shown in Figure 1, the Investigative Support and Description of Current Situation (Task 1) will be conducted prior to, or concurrent with, the Work Plan Preparation (Task 0). The Preliminary Site Evaluation Report will be submitted as supporting documentation with the Work Plan.

TASK 2 - SITE INVESTIGATIONS

Investigations necessary to characterize the Facility and its actual or

potential hazard to public health and the environment will be conducted and result in data of adequate technical content to support the development and evaluation of remedial alternatives during the FS. Investigation activities will focus on problem definition and data to support the screening of remedial technologies, alternative development and screening, and detailed evaluation of alternatives.

The site investigation activities will follow the Plans set forth in Task 0. All sample analyses will be conducted at laboratories following EPA protocols or their equivalents. Strict chain of custody procedures will be followed, and all samples will be located on the Facility map (and grid system) established under Tasks 0 and 1. A description of the types of investigations that will be conducted is presented below.

a. Source Characterization and Preparation of Technical Memorandum.

An investigation will be carried out to characterize the physical and chemical aspects of the waste materials and the materials in which they are contained. The investigation of these source areas will involve obtaining data related to:

- ° Waste characteristics (type, quantity, chemical and physical properties, and concentrations) and
- ° Facility characteristics (type and integrity of containment, leachate collection systems, and drainage control).

This information will be obtained from a combination of existing site information, field inspection, and site sampling activities. Field investigations may be necessary to determine the integrity of the landfill covers.

The source characterization will culminate in the preparation and submittal of a Technical Memorandum. This memorandum will summarize the findings of the source characterization and will recommend parameters, or classes of parameters, that will be the focus of subsequent contaminant characterization studies.

b. Migration Pathway Assessment and Preparation of Technical Memorandum.

The migration pathways at the Lenz Oil Service, Inc. Facility will be physically characterized through the following types of investigations:

Hydrogeology - A hydrogeology study will further evaluate the subsurface geology and characteristics of the water bearing formations. This study will define the site hydrostratigraphy, controlling geologic features, zones of preferential groundwater transmission, and the distribution of hydraulic heads within the water bearing formations. The results of this study will be combined with the existing site data described in the

preliminary site evaluation report, and the results of the source characterization, to define the groundwater flow patterns and to predict the vertical and lateral extent of contaminant migration. These predictions will form the rationale for locating and designing monitor wells and the subsequent contaminant characterization.

Hydrology - Drainage patterns and runoff characteristics will be evaluated for potential erosional transport. Staff gauges may be used to evaluate the hydraulic connection between surface water bodies and the groundwater flow system and to determine the potential for sediment transport.

Soils and Sediments - The physical characteristics of the site soils and aquatic sediments will be evaluated. Some elements of this investigation may overlap with the hydrogeology and the hydrology investigations.

Air - The potential for airborne particle transport will be evaluated to determine if an atmospheric testing program over and above that required to assure protection of the site workers and surrounding community, should be initiated at later project stages.

This information will be derived from a combination of existing data and information and data resulting from the field investigations.

The Migration Pathway Assessment will culminate in the preparation and submittal of a Technical Memorandum describing the findings of the assessment. This memorandum will contain specific recommendations for the location and design of monitoring stations (i.e., wells, air quality samplers, surface water samplers, etc.).

c. Contaminant Characterization

Data generated from the Pathway Assessment and Source Characterization will be used to design an environmental sampling and analyses program. The objective of this program is to evaluate the extent and magnitude of contaminant migration along the pathways of concern at the Lenz Oil Service, Inc. Facility.

Monitoring points will be installed in each media previously identified as a migration pathway. This monitoring network may incorporate several of the piezometers and/or gauges installed during the Pathway Assessment.

The analytical parameters list used in this subtask will be based on the data collected during the source characterization. The selection of parameters or classes of parameters (i.e., volatile organics, metals, PCBs/pesticides, etc.) will be based upon their source concentration and their persistence and mobility within the most likely pathway of migration. Provisions will be made for conducting full Hazardous Substance List (HSL) analyses at those monitoring stations where there is a reasonable anticipation of detecting a complex contaminant profile; however, it may be appropriate for subsequent rounds of sampling from these monitoring points

to be limited to suites of contaminants of concern. All samples will be collected, handled, and analyzed in accordance with the protocols and procedures described in the Facility QAPP.

As shown in Figure 1, provisions will be made for conducting additional site investigation activities after the completion of the Remedial Alternatives Screening (Task 7). These supplemental investigations are intended to further characterize the sources, pathways, and/or contaminants and to satisfy the specific data requirements of the applicable remedial actions. The Plans for these investigations and the Bench/Pilot Studies (Task 4) will be prepared and submitted for Agency comment and approval after the completion of Task 7.

TASK 3 - SITE INVESTIGATION ANALYSES

An analyses of all data collected during this investigation will be made to assure that the quality (e.g., QA/QC procedures have been followed) and quantity of data adequately support the Endangerment Assessment and FS. The results of the site investigations will be organized and presented in a report that summarizes the type and extent of on-site contamination and submitted to U.S. EPA and IEPA as the Preliminary Data Transmittal.

Based upon the specific chemicals and ambient levels at the Facility, the number and location of the surrounding population, and migration pathways, a second report, the Endangerment Assessment, will be conducted by the responsible parties to evaluate the actual or potential threat to human health, welfare, or the environment. Actual or potential risks will be quantified whenever possible. A general outline of work for the Endangerment Assessment follows:

- Select target chemicals for evaluation based on their degree of contribution to the risks associated with the Facility.
- Conduct exposure assessments that include the identification of acute and chronic hazards of concerns and the population(s) at risk.
- Evaluate existing toxicity information and determine the potential acute and chronic effects of the site contaminants as well as the specific effects such as carcinogenicity, reproductive dysfunction, teratogeny, neurotoxicity, and other metabolic alterations; and environmental effects of aquatic and terrestrial toxicities.
- Assess impact by identifying acceptable exposure guidelines or standards, comparing estimated doses with these guidelines or standards. For target chemicals at the Facility that are designated as carcinogens by U.S. EPA, use U.S. EPA's evaluations to

estimate the increased cancer risks.

This assessment will be conducted in accordance with the procedures described in the Superfund Public Health Evaluation Manual (ICF, 1986).

TASK 4 - BENCH/PILOT TESTING STUDIES

Bench and piloting scale testing studies will be performed as necessary to determine the applicability of selected remedial technologies to Facility specific conditions. These may include treatability and cover studies, aquifer testing, and/or material compatibility testing. As shown on Figure I, these studies will be conducted in the later stages of the RI after the initial screening of remedial technologies and actions.

TASK 5 - REPORTS

1. Progress Reports

Monthly progress reports will be prepared to describe the technical progress of the RI. These reports shall be submitted to the U.S. EPA and IEPA by the tenth business day of each month, following the commencement of the work detailed in the RI/FS Work Plan. The monthly progress reports shall include the following information:

- All sampling and testing results and all other raw data produced during the month pursuant to the implementation of the Consent Order;
- A description of activities completed during the past month pursuant to the Consent Order, as well as such actions and plans that are scheduled for the next month pursuant to the Consent Order;
- A description of difficulties encountered during the reporting period and the actions taken to rectify the problems;
- Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules provided in the RI/FS Work Plan; and
- Changes in key personnel.

2. Technical Memorandums

The results of specific remedial investigation activities such as the

Migration Pathway Assessment, Source Characterization, Endangerment Assessment, etc., will be submitted in draft form to the U.S. EPA and IEPA throughout the RI process. All responses to U.S. EPA and IEPA comments concerning memorandum issues will be addressed in letters from the Respondent Project Coordinator to the U.S. EPA Remedial Project Manager and will be summarized in the draft RI report. The specific technical memorandums and their associated schedule of submittal will be identified in the project Work Plan (Task 0).

3. Remedial Investigation Report

A final report covering the remedial investigations, the Remedial Investigation Report (RI), will be prepared. The RI will characterize the Facility and summarize the data collected and the conclusions drawn from investigative Tasks 1 through 3. The report will be submitted in draft form for review and comment. Upon receipt of comments, a draft final report will be prepared and submitted. The RI report will not be considered final until a letter of approval is issued by the U.S. EPA Remedial Project Manager.

TASK 6 - COMMUNITY RELATIONS SUPPORT

A community relations program will be implemented jointly by the U.S. EPA and the IEPA. The Respondents will cooperate with the U.S. EPA and the IEPA as provided in the Administrative Consent Order.

Community relations support will be consistent with Superfund community relations policy as stated in the "Guidance for Implementing the Superfund Program" and Community Relations in Superfund - A Handbook.

III.

FEASIBILITY STUDY

A. Scope

The purpose of the FS for the Lenz Oil Services, Inc. Facility is to develop alternative remedial actions, based upon the results of the RI, that will mitigate impacts to public health and welfare and the environment.

The FS will conform to Section 121 of SARA, the NCP as amended, the FS Guidance as amended, and U.S. EPA policy. The FS is comprised of three tasks:

- Task 7: Remedial Alternatives Screening
- Task 8: Remedial Alternatives Evaluation
- Task 9: Feasibility Study Report

The intent and purpose of each of these tasks is outlined in the following sections; the technical approach and schedule is detailed in the RI/FS Work Plan (Task 0).

B. Tasks

TASK 7 - REMEDIAL ALTERNATIVES SCREENING

This task constitutes the first stage of the FS and is comprised of six interrelated subtasks. The goal is to develop and evaluate remedial alternatives for additional screening and evaluation. The Public Health Evaluation results will be considered throughout the evaluation process.

Subtask 7A - Preliminary Remedial Technologies

A master list of potentially feasible technologies will be developed that includes both on-site and off-site remedies. The master list will be screened according to site conditions, waste characteristics, and technical requirements, in order to eliminate or modify those technologies that may prove extremely difficult to implement, require unreasonable time periods, or rely on insufficiently developed technology. Emerging technologies being evaluated through the U.S. EPA's Site Program will also be considered if that information is available. The results of this task will be summarized in a Technical Memorandum that will be submitted to the U.S. EPA and the IEPA.

Subtask 7B - Development of Alternatives

1. Developing Remedial Response Objectives

Develop site-specific objectives based on public health and environmental concerns for the Lenz Oil Service, Inc. Facility, the description of the

current situation, information gathered during the RI, Section 300.68 of the National Contingency Plan (NCP), U.S. EPA's interim guidance, and the requirements of any other applicable U.S. EPA, Federal, and State environmental standards, guidance and advisories as defined under Section 121 of SARA. Preliminary cleanup objectives will be developed under formal consultation with the U.S. EPA and the IEPA.

2. Assembling Alternatives for Remedial Actions

Develop a comprehensive, site-specific approach for Remedial Action by assembling combinations of identified technologies that include the following:

- a. Treatment alternatives for source control that eliminate the need for long-term management (including monitoring).
- b. Alternatives involving treatment as a principal element to reduce the toxicity, mobility, or volume of waste.

Develop at least two additional alternatives that include the following:

- c. An alternative that involves containment of waste with little or no treatment but protects human health and the environment primarily by preventing exposure to, or reducing the mobility of, the waste.
- d. A no action alternative.

For groundwater response actions, a limited number of remedial alternatives will be developed within a performance range defined in terms of a remediation level. The targeted remediation level is the risk range of 10^{-4} to 10^{-7} for maximum lifetime risk and includes different rates of restoration. If feasible, one alternative that would restore groundwater quality to a 10^{-6} risk for maximum lifetime risk level within five years will be configured.

The remedial action alternatives developed for the Lenz Oil Service, Inc. Facility may involve both source control and groundwater response actions. In these instances, the two elements may be formulated together so that the comprehensive remedial action is effective and the elements complimentary. Because each element has different requirements, each will be detailed separately in the development and analyses of alternatives.

Subtask 7C - Initial Screening of Alternatives

1. Initial Screening Considerations

The alternatives developed under Subtask 7B will be subjected to an initial screening to narrow the list of potential remedial actions for detailed analyses; the rationale for eliminating alternatives will be included. Initial screening considerations include:

a. Effectiveness - degree to which the alternative to protects human health and the environment; attains Federal and State ARARs or other applicable criteria, advisories, or guidance; significantly and permanently reduces the toxicity, mobility, or volume of the hazardous constituents and are technically reliable and effective in other respects. Reliability considerations include the potential for failure and the need to replace the remedy.

b. Implementability - degree to which the alternatives is technically feasible and employs available technologies; the technical and institutional ability to monitor, maintain, and replace the technology over time, and the administrative feasibility of implementing the alternative.

c. Cost - evaluation of construction and long-term costs to operate and maintain the alternative based on conceptual costing information. At this stage of the FS, cost will be used as a factor when comparing alternatives that provide similar results, but not when comparing treatment and non-treatment alternatives. Cost will, however, be a factor in the final remedial selection process, however as described in Subtask 8B, Section 1, paragraphs (c) and (d).

2. Intent of Alternatives Screening

The initial screening of alternatives incorporating treatment will be conducted with the intent of preserving the most promising alternatives as determined by their likely effectiveness and implementability further analyses. The screening should result in a range of alternatives remaining for further analyses as described previously in Subtask 7B(2).

Innovative alternative technologies will be carried through the screening if there is a reasonable belief they offer either the potential for better treatment performance or implementability, fewer or less adverse impacts than other available approaches, or lower costs for similar performance than the demonstrated technologies.

The containment and no-action alternatives will be carried through the screening process to the detailed analyses.

Subtask 7D - Remedial Alternatives Array Document

To obtain ARARs from IEPA a detailed description of alternatives (including the extent of remediation, contaminant levels to be addressed, and method of treatment) will be prepared. This document will also include a brief site history and background, a site characterization that indicates the contaminants of concern, migration pathways, receptors, and other pertinent site information. A copy of this Alternative Array Document will be submitted to the U.S. EPA and the IEPA along with the request for a notification of the standards.

Subtask 7E - Community Relations Program

A program for community relations support will be developed. The program will be consistent with the Community Relations Program developed under Task 6 and with the conditions set forth in the Consent Order.

Subtask 7F - Data Requirements

Data requirements specific to the relevant and applicable technologies will be identified. These requirements will focus on providing data needed for the detailed evaluation and development of a preferred alternative.

TASK 8 - REMEDIAL ALTERNATIVES EVALUATION

Subtask 8A - Detailed Analyses of Alternatives

1. Evaluation of Alternatives

The action-specific Federal and State ARARs and other criteria, advisories, and guidance to be used in the analyses and selection of a remedy will be identified and described. Alternatives will be analyzed in sufficient detail that remedies can be selected from a set of defined and discrete hazardous waste management approaches.

The information needed to compile and evaluate each alternative will be developed. The alternatives will be evaluated for long term and short term effectiveness, implementability, and cost using the more specific component measures of protectiveness,

compliance with ARARs, reliability, and technical feasibility.

2. Comparison of Alternatives

Under this subtask, the alternatives will be compared to each other using the full array of evaluation factors appropriate for the Lenz Oil Service, Inc. Facility. Component measures of effectiveness will include the degree to which the alternative is protective of human health and the environment. Where ARAR health based standards are established and applicable, they will be used to establish the minimum level of protection at the Facility. Where such levels do not exist, risk assessments will be used to establish site appropriate levels. The reliability of the remedy, including the potential need for the cost of replacement, will be used as another important element in measuring effectiveness.

Site specific measures may also include other health risks borne by the affected population, population sensitivities, and impact on environmental receptors. If a groundwater response action is appropriate for the Facility, the potential for the spread of the contaminant plume and the technical limits of aquifer restoration will be used as measures of effectiveness. Another important measure of effectiveness is the degree to which the mobility, toxicity, or volume of the hazardous substance, pollutant, or contaminant is reduced.

Component measures of implementability that will be considered include the technical feasibility of the alternative, the administrative feasibility of implementing this alternative, and the availability of any needed equipment, specialists, or off-site capacity. Specific measures for groundwater remedial actions will include the feasibility of providing an alternate water supply to meet current groundwater needs, the potential need for groundwater, and the effectiveness and reliability of institutional controls.

Component measures of cost used in this comparison will include short-term capital and operational costs and long-term operation and maintenance costs. Present worth analyses will be used to compare the alternatives.

Subtask 8B - Preferred Remedy

The preferred remedy will be described within a chapter of the FS report. The preferred remedy will meet the following criteria and findings:

1. The alternative will be protective of human health and the environment.
2. The alternative will attain all ARARs (or health based levels established through risk assessments when ARARs do not exist or are waived) that have been identified for the Facility.
3. The alternative will be cost effective, providing a level of protection that cannot be achieved by less costly methods.
4. The alternative will utilize treatment technologies and permanent solutions to the maximum extent practicable as determined by technological feasibility, availability, and cost effectiveness.

The preferred remedy will reflect the preferences for remedies that:

1. Involve treatment that significantly reduces the toxicity, mobility, or volume of hazardous constituents as a principal element.
2. Minimize the requirement for long-term management of residuals.

An alternative that is preferred, but does not meet the Federal or State public health or environmental ARARs, will be selected only when:

1. The alternative is an interim remedy and will become part of a more comprehensive final remedy that will meet the Federal and State ARARs.
2. Compliance with the ARAR will result in a greater risk to human health and the environment than the alternative options.
3. Compliance with the requirements is technically impractical.
4. The alternative will attain a standard of performance that is equivalent to that required under the otherwise applicable standard, requirement, or limitation through the use of another method or approach.

5. The State has not consistently applied or demonstrated the intent to consistently apply the requirement at other similar facilities across the state.

The evaluation of alternatives to select the appropriate remedy will, in addition to meeting the required findings in Section 300.68(h)(1) of the NCP and reflecting the preferences in Section 300.68(h)(2) of the NCP, also consider and weigh the full range of factors in Section 300.68(e)(2) of the NCP. The selected alternative will represent the best balance across all evaluation criteria.

TASK 9 - FINAL FS REPORT

The FS will be prepared in a draft report and submitted for review and comment. Upon receipt of comments, a draft final FS report will be prepared and submitted. The FS report will not be considered final until a letter of approval is issued by the U.S. EPA Remedial Project Manager. Deliverables and technical memorandums prepared previously will be summarized and referenced in order to limit the size of the report. The report will completely document the FS and the process by which the recommended remedial alternative was selected.

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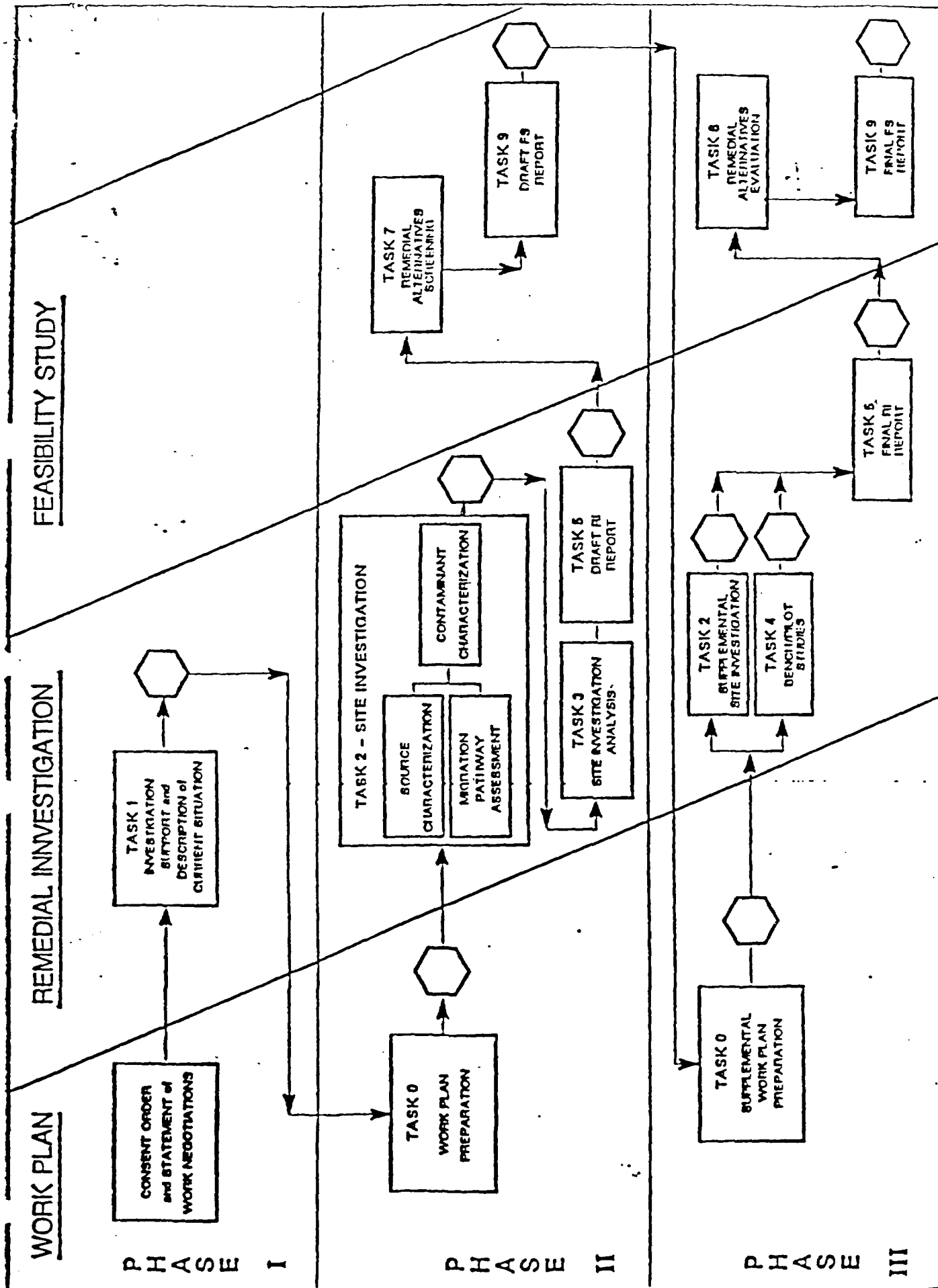


FIGURE 1. PROPOSED REMEDIAL SELECTION PROCESS IN ACCORDANCE WITH SARA

ATTACHMENT III

AGREEMENT

This Agreement is entered into between the Illinois Environmental Protection Agency ("Illinois EPA"), and those parties listed in Exhibit A hereto ("Settling Defendants").

BACKGROUND TO THIS AGREEMENT

1. The United States Environmental Protection Agency (U.S. EPA) has issued a special notice letter ("Notice") to certain alleged potentially responsible parties ("PRPs") requesting them to conduct a remedial investigation and feasibility study ("RI/FS") at the Lenz Oil Service, Inc. facility ("Facility") which is located in southeast DuPage County, and bounded by Jeans Road and Route 83, approximately 600 feet northwest of the Des Plaines River.

2. Some but not all of the PRPs have agreed to enter into an administrative order by consent ("Administrative Consent Order") with the U.S. EPA and Illinois EPA to perform the RI/FS. This Agreement is Attachment III to the Administrative Consent Order, and those PRPs which are parties thereto are referred to therein as the Respondents.

3. Prior to issuance of the Notice, the Illinois EPA conducted an immediate removal action at the Facility pursuant to Illinois Revised Statutes Ch. 111-1/2, § 1022.2 and 35 Illinois Administrative Code Part 750.

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4. The State initiated a cost recovery action entitled People v. Lenz Oil Service, Inc., et. al, No. 85 CH 466 in the Circuit Court of DuPage County, Illinois (the "Action") to recover, inter alia, the costs of the immediate removal action.

5. Certain of the Respondents were defendants in the Action and settled the claims of the State by entering into a Partial Consent Decree ("Judicial Consent Decree"). These particular Respondents are referred to herein as the Settling Defendants. Chronologically, the Settling Defendants settled in three groups, and, therefore, the Judicial Consent Decree is dated either March 30, 1988, March 28, 1989 or April 25, 1989.

6. Pursuant to the terms of the Judicial Consent Decree, the State agreed vis-a-vis the Settling Defendants to deal with additional surface investigation and remediation at the Facility that might be required by the U.S. EPA.

7. The Administrative Consent Order obligates Respondents to conduct an RI/FS which includes both groundwater and surface investigation and analysis. The Administrative Consent Order requires the submission of a work plan ("Work Plan") for approval by the U. S. EPA and also contemplates the possibility of subsequent modification of the approved Work Plan. Such modification may result in additional investigation and analysis at the Facility.

8. In light of the Administrative Consent Order, the Settling Defendants have requested that the Illinois EPA deal with surface investigation and analysis which may be required by the U.S. EPA at the Facility.

9. The Illinois EPA and the Settling Defendants wish to implement the provisions of the Administrative Consent Order as expeditiously as possible and desire to avoid the time and expense involved in litigating the scope of the State's obligations under the Judicial Consent Decree.

PURPOSE OF THIS AGREEMENT

10. The purpose of this Agreement is to set forth the manner in which the State will fulfill its alleged responsibilities under the Judicial Consent Decree and the manner in which the Settling Defendants, the State and the Illinois EPA will compromise any differences they may currently have concerning interpretation of the Judicial Consent Decree as it pertains to the soil investigation to be performed under the Administrative Consent Order and work together to comply with the requirements of the Administrative Consent Order.

SCOPE OF THIS AGREEMENT

11. The terms and conditions of this Agreement between the Illinois EPA and the Settling Defendants apply only to the rights, responsibilities, duties, claims and obligations of those parties ("Parties") for the work specified in the Work Plan as it is

initially approved by the U.S. EPA. In the event that the Work Plan is subsequently modified to require additional investigation or analysis, the terms of this Agreement do not govern, affect or satisfy any claims, duties, obligations, rights or responsibilities arising out of the Judicial Consent Decree between the State, Illinois EPA or the Settling Defendants as to such additional investigation or analysis, and each of the Parties reserves all rights, claims and defenses that they may have pursuant to the Judicial Consent Decree and any available legal authority.

12. Nothing in this Agreement shall be an admission of law or fact. Performance of Off-Site Property activities by the Illinois EPA and On-Site Property activities by the Settling Defendants shall not constitute an admission by either party that it bears responsibility for these activities under the Judicial Consent Decree. Nothing in this Agreement is intended to release, discharge or in any way affect any claim, cause of action or demand in law or equity which the Settling Defendants, the Illinois EPA or the State may have against any person or entity not a party to this Agreement relating to the generation, storage, treatment, transportation, release or disposal of any hazardous substances at, to, or from the Facility.

13. The Parties to this Agreement do not admit or concede, and reserve the right to contest any determination, allegation, finding or conclusion regarding the Facility in any action other than one brought by any of the Parties to enforce this Agreement.

This Agreement shall not create any private rights other than a right by any of the Parties hereto to enforce the terms of the Agreement.

14. Certain terms used in this Agreement are defined as follows:

"On-Site Property" means the property within the legal boundaries of the property defined as "The Lenz Oil Site" in Section III(a) of the Judicial Consent Decree.

"On-Site Soil Investigation" means soil sampling performed on the On-Site Property as defined above.

"Off-Site Property" means the property outside the legal boundaries of the property defined as "The Lenz Oil Site" in Section III(A) of the Judicial Consent Decree.

"Off-Site Soil Investigation" means soil sampling performed on the Off-Site Property as defined above.

ACTIONS TO BE PERFORMED BY THE Illinois EPA

15. The Illinois EPA, by itself or through its contractors, shall prepare that portion of the Soil Sampling Plan relating to On-Site Soil Investigation, which shall include sample locations and rationale for choosing such locations, sampling procedures, scope of laboratory analysis, a schedule for implementation and completion of the sampling plan and laboratory analysis and such other details or information as may be required by the Administrative Consent Order. The Illinois EPA shall transmit the On-Site Soil Sampling Plan to the Respondents no later than

fifteen (15) calendar days before the Respondents are required by the terms of the Administrative Consent Order to submit the Work Plan to the U.S. EPA. The On-Site Soil Sampling Plan shall be developed in conformance with the Administrative Consent Order and the Statement of Work appended as Attachment II thereto.

16. If the U.S. EPA fails to approve the Soil Sampling Plan provided by the Illinois EPA, then Illinois EPA shall, in accordance with the schedule set forth in the Administrative Consent Order, modify the Soil Sampling Plan as necessary to obtain U.S. EPA approval.

17. The Illinois EPA shall perform, by itself or through its contractor, all soil sampling for both Off-Site and On-Site Soil Investigation which is specified in the Soil Sampling Plan approved under the Administrative Consent Order. Such sampling shall include, but not be limited to, soil boring, collection, storage and transportation. All labor and materials necessary to perform the sampling will be supplied by the Illinois EPA or its contractor. The samples will be handled in a manner consistent with the quality assurance plan developed in connection with preparation of the Work Plan, and will be submitted to a laboratory for analysis. The laboratory will be selected in accordance with the Administrative Consent Order. At least 30 days before Respondents are required by the Work Plan to submit any plans, reports or other documents, the State shall deliver all necessary laboratory test results to the Respondents for incorporation into such plans, reports or other documents.

18. If the work performed by the Illinois EPA or its contractor is rejected by the U.S. EPA as not in accordance with the terms of the Administrative Consent Order or the Work Plan, the Illinois EPA shall cause to be performed such further sampling and laboratory analysis as U.S. EPA may require. The cost of such further sampling and analysis shall be borne by the Illinois EPA and shall not be charged against or subject to the \$50,000 cost cap provided below in paragraph 25.

19. The Illinois EPA shall provide monthly written progress reports to the Respondents. These monthly written reports shall include the information and data necessary for the Respondents to comply with Section IX (E) of the Administrative Consent Order as it pertains to soil investigation. The monthly progress reports shall be submitted by the Illinois EPA to the Respondents by the 15th day of each month following the date of commencement of the work detailed in the Work Plan.

20. Within seven (7) days of the effective date of the Administrative Consent Order, the Illinois EPA will notify the Respondents, in writing, of the name of the principal contractor which is to perform soil sampling at the Facility, or itself, if it is to perform this work. The Respondents acknowledge that the Illinois EPA has contracted with certain consulting engineering firms to perform work for the Illinois EPA, herein referred to as "IEPA Multi-Site Contractors". If a contractor is to be hired, the contractor shall be one of the IEPA Multi-Site Contractors and shall be hired in accordance with normal procedures under State

law for the procurement of State contractors. The Illinois EPA will provide Respondents a copy of the contractor's bid to engage in the work at the Facility. The bid shall contain an itemization of estimated contractor costs. The itemization shall describe the work to be performed and the estimated time to perform the work. The itemization shall be divided into two categories: (1) work involving On-site Soil Investigation at the Facility; and (2) work involving Off-site Soil Investigation at the Facility. If the Illinois EPA contractor's bid to perform Off-site Soil Investigation is not reasonably consistent with cost projections obtained by Respondents from other contractors, the Respondents may request and, if reasonably practicable, the Illinois EPA shall take all reasonable steps to substitute another contractor from among the IEPA Multi-Site Contractors to perform this work at the Facility.

ACTIVITIES TO BE PERFORMED BY THE SETTLING DEFENDANTS

21. The Settling Defendants, as part of the larger group of Respondents, shall prepare that portion of the Soil Sampling Plan relating to Off-site Soil Investigation.

22. The Settling Defendants, as part of the larger group of Respondents, shall prepare and submit to the U.S. EPA a preliminary and final Remedial Investigation Report and a preliminary and final Feasibility Study Report and any other preliminary or final plans or reports specified in the Work Plan or as provided in the Administrative Consent Order. As part of

the Work Plan, the Settling Defendants, as part of the larger group of Respondents, shall prepare a health and safety plan, a quality assurance project plan, an endangerment assessment plan, and a data management plan. These plans will cover all work, involving both groundwater and surface investigation, to be performed under the Work Plan. The Settling Defendants, as part of the larger group of Respondents, shall incorporate the Soil Sampling Plan prepared by the Illinois EPA into the Work Plan. Settling Defendants, as part of the larger group of Respondents, shall also evaluate and incorporate the laboratory analysis of the soil samples into the preliminary and final RI/FS Reports.

23. The Settling Defendants, as part of the larger group of Respondents, shall develop and implement a groundwater sampling plan.

ALLOCATION OF COSTS

24. The Settling Defendants, as part of the larger group of Respondents, shall bear the cost of performing the work outlined in paragraphs 21 through 23 of this Agreement.

25. The Illinois EPA shall bear the cost of performing the work outlined in paragraphs 15 through 20 of this Agreement, whether that cost is incurred by itself or by one of its contractors; except that the Illinois EPA will pay no more than a total of \$50,000 for Off-site Soil Investigation, which sum shall include, inter alia, the cost for laboratory analysis of samples collected in the Off-Site Soil Investigation, and, if the Illinois

EPA performs some or all of the sampling, the cost, including indirect costs, of its personnel and equipment in performing the work. If the cost of performing the Off-site Soil Investigation, including associated laboratory analysis, exceeds \$50,000, then the Settling Defendants, as part of the larger group of Respondents, shall pay the Illinois EPA the amount of the cost in excess of \$50,000 within 60 days of notification by the Illinois EPA that it has incurred such excess costs.

25. The Settling Defendants shall not bear any costs for oversight of the work outlined in paragraphs 15 through 20 of this Agreement. If necessary, these costs shall be borne by the Illinois EPA.

ADDRESS FOR ALL CORRESPONDENCE

26. Documents, including notifications, reports, plans and other correspondence submitted pursuant to this Agreement shall be sent by certified mail to the following addresses, or to such other person or address as the Settling Defendants, the Illinois EPA or the State may hereafter designate for themselves in writing:

A. Documents to be submitted to the Settling Defendants should be sent to:

Mark C. Furse
Katten Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606

B. Documents to be submitted to the Illinois EPA should be sent to:

David Dollins
Project Manager
Division of Land Pollution Control, #24
Illinois Environmental Protection Agency
2200 Churchill Road, P. O. Box 19276
Springfield, Illinois 62794-9276

27. All work by the Illinois EPA or its contractor pursuant to this Agreement shall be performed in compliance with all applicable federal and state laws and regulations, including all Occupational Health and Safety Administration and Department of Transportation regulations. The Illinois EPA shall be responsible for obtaining all permits which are necessary for the performance of its work under this Agreement.

FORCE MAJEURE

28. The Parties shall cause all work to be performed within the time limits set forth herein or under the Administrative Consent Order and Work Plan, unless performance is delayed by events which constitute a "Force Majeure." For purposes of this Agreement, a Force Majeure event is one arising from causes beyond the control of the Illinois EPA which delays the performance of the work required under this Agreement and shall include, but not be limited to, acts of God, acts of war, flood, fire and stoppage or modification of work due to significant danger to persons or property reasonably unforeseeable and unattributable to the Illinois EPA, which materially affects and delays the Illinois EPA's ability to perform the work required herein.

29. Settling Defendants, by this Agreement, do not assume any liability for the acts or omissions of the Illinois EPA or their departments, employees or agents during the course of any activities conducted pursuant to this Agreement.

30. This Agreement shall be construed in accordance with the laws of the State of Illinois.

* * *

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

By: Bernard P. Killian
BERNARD P. KILLIAN, Director
Illinois Environmental Protection
Agency

SETTLING DEFENDANTS

By: Mark C. Furse
MARK C. FURSE
Counsel for Settling Defendants

Dated: 9/27/89